

General Rental Conditions

Latest version, March 2, 2020

These vehicle rental conditions are an integral part of the car rental agreement. The Client's signature in the Agreement confirms his acceptance of these terms and conditions and confirms that the CLIENT ("RENTOR") has studied each of the provisions of these conditions governing his relationship with the Vehicle Rental Company, **GOWERLA M rentacar**, hereinafter referred to as ("LESSOR"). The LESSOR, for a certain price, provides the CLIENT with a car for temporary use, considering these general rental conditions.

I. APPLICABLE LAW

These conditions are governed by the law on protection of consumer rights, namely, the Law 1/2007, of November 16; Law 3/2014 of March 27; Law 44/2006 of December 29, as well as all additional bills applicable in this field of activity. In the event of a disagreement between the CLIENT and **GOWERLA M rentacar** regarding any issues regarding the rental, the law of the country in which the car was provided will be applied, i.e. Of Spain.

II. JURISDICTION

In accordance with the Law on the Protection of Consumer Rights, Art. 90, Law 1/2007 of November 16, in case of disagreement between the parties regarding the interpretation or application of these General Conditions, the court case will be considered by the court of the country in which the services were provided, i.e. Of Spain. In case, if the tenant is a legal person, all the possible differences between the parties will be considered by the court of the town of Marbella (Malaga), Spain.

III. RENTAL CONDITIONS

A. RESERVE

1. We guarantee a car class, but not a specific model: the TENANT can reserve a car of a certain class.

B. RENT OF RENT. GETTING AND RETURNING A CAR

1. **Minimum / maximum rental period**: the minimum rental period is 1 day (24 hours) and the maximum rental period is 31 days (*in the future, renewal of the contract is also required for a period not exceeding 31 days*). The maximum allowable number of rental days for the same driver and car is 90 days. The rental period is calculated from the moment the car is received by the TENANT. The moment of the end of the lease is the time of returning the car, together with the relevant documentation and equipment. The TENANT undertakes to return the car before the end of the rental period, in the place specified in the rental contract.

2. **Waiting time**: the admissible waiting time of the CLIENT is 60 minutes. This time starts to be calculated from the moment you receive or return the car (*these terms are displayed in the rental contract*).

3. **Delay in returning the car**: in case of a non-timely return of the car, the TENANT may incur additional costs, according to *Doc. "Tariffs for the provision of services" (in Appendix No. 2)*. Also, among others, to the amount indicated above, the amount of the additional mileage, the amount for additional services and for possible damage will be summarized. This amount is summed for each day of delay.

In case of failure to return the car on time and not receiving any news from the LESSOR, the LESSOR, one day after the incident, reserves the right to file a theft statement with the police.

4. **Abandoned car**: in case the TENANT abandons the car without returning it within the specified time and at the indicated place, then the amount provided for in sub-clause B.3 will also sum the amount for the services of returning the car, as well as the amount of losses incurred of the LESSOR, due to vehicle downtime, see *Doc. "Tariffs for the provision of services" (in Appendix No. 2)*.

5. **Do not appear on time when you receive the car**: Upon the expiration of the waiting period (60 minutes), the client has the right to pick up his car within the next 24 hours (after the start of the rental), during the working hours of the office in which the reserve was made. During and data 24 hours, the initial

amount of the rental car remained unchanged. After 24 hours, the reserve will be canceled, without returning the amount already paid and without the right to demand from the TENANT. A waiting period of 60 minutes applies to the “**Budget**” tariff. In case of exceeding this waiting period of 60 minutes, regardless of the reasons, the TENANT undertakes to make a reservation with the “**All inclusive**” tariff. In the case, the EU whether the reservation is carried out according to the tariff “the All-inclusive program”, the waiting period is 24 hours. After 24 hours, the reserve will be canceled, without returning the amount already paid and without the right to demand from the TENANT, see *Appendix 2*.

6. **Pick up the car later than the specified time:** in case the CLIENT picks up the car later than specified in the contract, the time, time of receipt and return of the car remains unchanged. The CLIENT is directly responsible for the delay in receiving the car.

7. **Return the car earlier than the specified time:** in case of returning the car earlier than the time specified in the contract, money for the remaining, unused time is not reimbursed. If the CLIENT returns the car earlier than the specified deadline, then this will be considered as termination of the contract unilaterally.

8. **Pick up or return the car outside working hours:** the CLIENT can receive or return the car outside the working hours of the office. This additional service is paid and is indicated in the *Dock*. “*Tariffs for the provision of services*”

C. PLACE OF RECEIPT AND RETURN OF THE CAR

1. **Responsibility of the tenant for the return of the car:** the responsibility for the return of the car at the specified place and at the specified time lies with the TENANT. If there is no additional agreement specified in the contract, the car must be returned during office hours. If the car is returned in a different place than indicated in the contract, not because of the LESSOR, this may cause additional costs for the CLIENT, including loss, due to the downtime of the car.

2. **Place for receiving / returning the car:** receiving / returning the car, by prior agreement of the parties, can be carried out according to the options set out below:

-Receiving / returning the car is carried out in the same place.

-Tariff Flexi Location 40 km: receiving / returning the car is carried out in different places, with an additional, fixed cost paid by the CLIENT, according to *Doc*. “*Tariffs for the provision of services*.”

-Tariff Flexi-Location km 40+ (according to the mileage of the trajectory), this tariff is calculated based on the following formula: the distance in kilometers from the vehicle's location to the destination multiplied by the cost for each additional kilometer.

D. ADDITIONAL SERVICES AND ADDITIONAL PAYMENTS

1. **Obligations to pay for additional services rendered:** the TENANT undertakes to pay all additional services (the minimum period for payment is 24 hours), to pay additional equipment, taxes, fines, insurance.

2. **Calculation of the cost of additional services, according to the tariff:** at the time of registration of the lease, the amount for additional services will be calculated in accordance with the current *Doc*. “*Tariffs for the provision of services*.”

3. **Surcharge** in case of returning the car in poor working condition and with external damage. The TENANT is directly liable to the LESSOR for any possible damage to the car (*both external and internal*), theft of the car, for violations of the terms of this contract, with the exception of the case covered by insurance (*read the condition P of this contract*).

In the event of an accident if there is insurance, in accordance with **clause P.2, P.3**. The TENANT is liable to the LESSOR in the cases specified in **clause P.13**.

4. **Extra charge for refuelling service.** According to condition O.6. the cost of paying for the missing amount of fuel will be calculated according to its market value. The amount of payment for the car refuelling service is calculated as described *in the Doc*. “*Tariffs for the provision of services*.”

- 5 . **Supplement for damage to the vehicle**, because of filling the wrong fuel (refer to the condition, O.6. OUA (common *lease conditions*).
- 6 . **Additional mileage**. Payment is made according to the tariff indicated in the *Doc. "Tariffs for the provision of services."*
- 7 . **A copy of the keys** and their sending by courier and transportation of the car to the LESSOR's office. All costs must be paid by the TENANT. In addition, due to the unsuitability for use of this vehicle, the LESSOR has the right to claim the amount of loss for a simple car (see *Doc. "Tariffs for the provision of services"*).
9. **Supplement** in case of loss of car accessories, such as: emergency triangle, vest, first-aid kit, etc. , see dock. "*Tariffs for the provision of services.*"
10. **Costs of restoring documentation** in case of loss, see dock. "*Tariffs for the provision of services.*"
11. **The costs** for an extra cleaning of the car, if the car was returned in a dirty condition requiring deep cleaning, spotted, and so on. d. The CLIENT is obligated to pay an additional amount. This amount is calculated based on the price list of the company specializing in car washing.
12. **Additional payment** for administrative fines. The amount is calculated based on *Doc. "Tariffs for the provision of services."* This amount is charged for each fine imposed. Payment will be made using the payment method specified in the contract.
13. **Additional payment** for administrative affairs, as a result of an accident. An additional amount to be paid will be charged in case of damage to the car, regardless of the degree of damage. In the event of an accident, if there is insurance, according to condition **P**, the TENANT undertakes to pay the LESSOR the amount of damage in excess of the deductible amount or the limitations of a particular type of insurance. This amount is paid for each damage caused. This amount is calculated based on *Doc. "Tariffs for the provision of services."*
14. **Additional payment** in case of lease for a period exceeding 31 days, without a preliminary act of extension. This amount is calculated based on *Doc. "Tariffs for the provision of services."*
15. **Additional payment** due to the replacement, loss or damage of advertising stickers on the car. This amount is calculated based on *Doc. "Tariffs for the provision of services."*
16. The **place of return of the car** must be in accordance with subparagraph C.2. OCA, otherwise, the TENANT may incur additional costs, see *Doc. "Tariffs for the provision of services"*, in addition to the costs of returning the car and the amount of lost profit from the LESSOR.
17. **Surcharge for the service** "Assistance on the road". This amount is calculated based on *Doc. "Tariffs for the provision of services."* Furthermore, the customer may introduce s Xia additional terms of the service, specified in *Annex № 1*.

E. AMENDMENT AND CANCELING RESERVATIONS

1. Changes to the reservation (date, time, additional services and insurance) in the event of a change in booking, it is necessary to warn about this company **GOWERLA M rentacar** , at least 24 hours prior to pick up your car. Withholding an additional amount, check out *Doc. " Tariffs for the provision of services."* When making changes on the part of the CLIENT, the LESSOR does not guarantee the availability of a car, or additional options.

2. Cancellation of reservations: in the reserves made through the official website of **GOWERLA M rentacar** (www . Gowerla -rentacar.com), cancellation of reservations with reimbursement of costs is not possible, because a lower tariff rate is applied. Except in situations defined as force majeure, such as (natural disasters, wars, death, or a sudden illness of the TENANT). To apply these exceptions, the CLIENT must

provide documentary evidence. In the case of the provision of relevant confirmations, the amount of 70% of the reserve value is returned.

Also, in reserves made in accordance with the "Budget" tariff, cancellation of the reservation with reimbursement of costs is not possible. In the reserves made at the offices of **GOWERLA M rentacar**, or according to the "All Inclusive" tariff, cancellation of the reservation is possible, but the amount already paid will be withheld as a reserve (30% of the total rental price).

3. Changes in price: changes in the reservation may result in changes in the price of the rental. The TENANT is obligated to pay an additional amount (see Doc. "Tariffs for the provision of services"), in addition to the amount of the difference between the original and the changed prices. After the changes are made, a new price is set based on the current tariff. In the event of a difference in favour of the CLIENT between the previous and the new price, the LESSOR does not reimburse the already deducted amount for the lease.

4. Address for alerts: you can make changes or cancel the reserve through the website www.gowerla-rentacar.com; Email: info@gowerla-rentacar.com and also at: Calle Jesus Puente, 20, 29660 Marbella, Málaga

5. Reservation through intermediaries (brokers): This subclause E applies exclusively to reserves made directly with **GOWERLA M rentacar**. If it is necessary to make any changes or cancel the reservation made through intermediaries, the CLIENT must contact, directly, the intermediary company. Responsibility to the TENANT, on the part of the LESSOR, starts from the moment of signing the rental contract.

F. Billing

1. Account in electronic format: the TENANT gives his consent to the LESSOR to provide invoices to the email address indicated by him. The TENANT must verify receipt of the invoice or request a paper copy.

2. Confirmation of damage to the car: when the car is returned, the LESSOR will send an email to the TENANT with the general indicators of the car about its condition, along with photos of all new damages. In the event of any error, the tenant has the right to refute the contents of this warning, during and 24 hours after the return of the car. Upon the expiration of the period, at 24 hours, the TENANT automatically agrees with the contents of the confirmation of damage to the car and gives its consent to pay all possible additional payments related to the detected damage.

G. DATE OF PAYMENT AND METHOD OF PAYMENT

a) PAYMENT TERMS:

1. Cost for renting a car, and all additional services are paid at the time of rental.

2. If the lease exceeds the period of 30 days, payment is made every 30 days, at the beginning of each period.

3. In case of booking through the official electronic portal, payment will be made at the time of reservation. The amount of the rental payment will be charged to the payment provided by the TENANT.

4. The LESSOR, automatically, without prior notification from the LESSOR, is entered in the list of debtors, the day after the indicated maximum deadline for payment. In this case, the LESSOR reserves the right to claim all additional costs associated with these debt obligations, as well as increase the initial amount of the debt, according to the debt percentage for these obligations.

b) PAYMENT METHOD:

1. A complete list of prices is indicated in *Appendices 2 and 3 (AML)*.

2. Both the deposit and the total rental amount are paid by the TENANT's credit card provided at the time of booking. This rule applies both to reserves made through the official electronic portal of the company, and to

reserves made through the office of the company. The expiration date of this payment instrument must exceed the term of the lease contract by at least 1 month.

3. For registration of the lease contract, the lessee has all the necessary data of payment instruments and gives his permission ARENDADATELYU to pay costs associated with the period of the lease, such as **rent, deposit, additional services**, and so on .

4. Additional accessories and services purchased during the rental period will be paid by credit card provided at the time of the reservation. The TENANT has the right to demand a list of all services rendered in writing.

5. At the end of the lease, the TENANT undertakes to make the following payments, in addition to those specified in subparagraph D (LSA):

- * Costs for additional cleaning the car.
- * Costs resulting from the loss of documents or car keys.
- * Costs in case of car transportation with the help of a tow truck.
- * Costs due to external or internal damage to the car (including due to refueling with the wrong fuel).
- * Costs due to the use of a toll road, in the case of fines, and traffic violations.
- * The costs of administering fines.
- * Car repair costs if:
 - 48 hours after the accident, a declaration of a traffic accident is not provided, or if its contents are not true.
 - If the car has not been used in accordance with the terms and conditions provided for in these General Lease Terms.
- * Costs for administrative processing of insured events.
- * Loss of profit due to vehicle downtime.

6. These amounts will be paid by the TENANT using electronic payment methods or using the payment tool that was used at the time of booking the car. The TENANT gives his consent to **GOWERLA M rentacar** to make these payments.

The LESSOR will immediately notify the TENANT of the availability of additional payments and provide full information about their origin.

Damage amounts are calculated based on an opinion issued by an independent expert. And in the case when it is impossible to provide an opinion on the part of the expert, the amount of damage will be calculated based on the tariffs indicated *in Appendix 3*.

These amounts may be recalculated upon receipt of a final opinion by an independent expert.

The RENTOR's maximum liability is the market value of the car.

7. Payment is made in Euros (€).

Valid payment tools:	Rent	Deposit
Cash payment	V	-
Credit card	V	V
Debit card	V	V
Master card	V	V
Maestro	-	-
Visa	V	V
American express	V	V
Diners	V	V
Checks	-	-
Bank transfers	V	V

	Payment method	
Reserve	Online	100% prepayment
	Office	30% at the time of reserve
		70% upon execution of the contract
Deposit	Reserve Online	When making a contract
	Reserve in the office	When making a contract

H. EXTENSION OF THE CONTRACT

- 1. For how long it is necessary to warn:** the TENANT, without fail, must inform the LESSOR, in writing and 24 hours before the end of the lease. It is necessary to obtain written permission from the LESSOR. At the time of signing a new rental contract, the TENANT must pay the amount for an additional rental period.
- 2. Refusal to extend the lease for technical reasons:** the LESSOR reserves the right to refuse to extend the lease for technical reasons.
- 3. The maximum period for renewal:** the maximum term of the lease contract for the same driver and car, including the terms for additional renewal, is 90 days per year.
- 4. Obligation to provide the car to the LESSOR, for technical inspection:** the extension of the contract should be carried out every 30 days or earlier, according to the terms of the contract. The LESSOR agrees to deliver the car to the LESSOR's office at the time of renewal, in order to carry out a technical check of the car, including the possible excess of the allowable mileage.
- 5. The amount paid as a deposit cannot be transferred to the amount for renting a vehicle.** The TENANT undertakes to make an additional payment in accordance with the additional lease term.

I. DEPOSIT

- 1. As a guarantee** for the performance of its obligations, the TENANT undertakes to provide an appropriate amount of the security deposit at the time the lease begins.
- 2. In case of non-compliance with the rules of this contract by the TENANT,** the deposit amount is withheld, without the right to demand.
- 3. The amount of the deposit is** paid at the time of receipt of the car. The amount of the deposit, in no case, cannot be transferred to the amount to pay for car rental.
- 4. Payment must be made by an** authorized, on the part of the LESSOR, payment instrument. The expiration date of this payment instrument must exceed the term of the lease contract by at least 1 month. This obligation applies both to reserves made through the official electronic portal and to bookings made through the company's office.
- 5. The deposit or franchise Return:** deposit or franchise returns to the lessor during and 25 days after the end of the lease contract. In case of non-compliance with the General Lease Terms, the deposit amount may be withheld for a longer period, until the payment of the full amount of damage.

6. The deposit amount is calculated taking into account the car category: the amounts are indicated in Appendix 2 .

Car class	
A , B , D , BG , BI , E , G , H , BW , BP , BO , BH , BQ , R , N , BN , BJ , AC	Mini, Económico , Compacto , Compacto Elite, Intermedio , Intermedio Elite, Estándar , Familiar, Premium
J, K, M, O, P, BM, BV, AB, V, W, U, BX, Y, Z, BU, AD, AE, AF, AJ, AK, BT, AG	Intermedio Elite, Estándar Elite, Premium, Premium Elite, Lujo , Lujo Elite
AI, AL, BS, AN, AR, AS, AY, BY, AQ, AX, BK, BR, AZ, BB	Premium Elite, Lujo , Lujo Elite
BD, BE	Lujo elite

After returning the car and having carried out all the necessary checks of the car, the amount for the additional services rendered that appear in condition D "OCA" will be deducted from the deposit amount. In the event that the final amount for payment exceeds the amount of the deposit provided and the TENANT does not have insurance, the LESSOR reserves the right to claim the difference amount. In case, if the final amount is less than the amount of the deposit, the remaining amount will be refunded to the TENANT, using billing information that had been provided for the payment of the deposit.

The TENANT is not obligated to keep the deposit amount separate from other assets. Debt interest is not calculated for this amount. The LESSOR reserves the right to extend the deposit storage period.

In case , if the final amount for payment exceeds the amount of the deposit, and tenants do not have insurance, the Lessee is obliged to pay the full amount of the bill, as well as the amount for providing additional services and other contingent liabilities. The amount of damage may be claimed in court. The LESSOR reserves the right to claim the amount of damage in court.

J. CAR OPERATION

1. **It is necessary to observe the rules of the road:** the TENANT undertakes to use the car in accordance with the rules of the road and in accordance with the technical parameters of the car.

2. **It is necessary to have a car rental contract:** the TENANT, without fail, must have a car rental contract with him.

3. **Ensure the safety of passengers of minor age :** in the case of transportation of children under the age of 3 years, or whose height does not reach 135 centimetres, the TENANT must, without fail, establish an appropriate child seat, and make sure that it is installed correctly. The LESSOR is not responsible for the lack of child seats at the time of operation of the car, or their incorrect installation.

4. **It is forbidden to use a car in the following cases:** a rented car can be used exclusively on official roads. It is strictly forbidden to use the car in the following cases:

- a. Drive onto dirt roads, or onto roads whose condition could adversely affect the car.
- b Drive onto any racetracks, and participate in all kinds of events, whether it is official or not.
- c. Use a car to practice driving skills in a driving school.
- d. Use a car to test materials, accessories, and other products designed for cars.
- e. Use the car contrary to the warning signs of the vehicle's on-board system, endangering it.
- f. Use a car to transport goods or people in order to receive benefits.
- g. Carry out actions of a criminal nature during the operation of the car.
- h. Drive a car under the influence of alcohol, drugs and any psychotropic drugs.
- i. Use a car to tow other vehicles.
- j. To transport toxic, flammable materials inside the vehicle.
- k. To load a car on a ferry, train or plane and transfer it to the Spanish or foreign islands, as well as to Ceuta and Melia. Apart from prior permission, in writing, by the LESSOR.

l. Move by car, without written permission from the LESSOR, in such areas as: seaports, airports, airfields, or near oil refineries.

m. Cross the borders of Spain, except for Andorra and Gibraltar (in order to travel to Portugal, France and Monaco, written permission from the LESSOR is required).

5. **Correct distribution of cargo:** the TENANT must monitor the correct distribution of cargo, ensure safety during transportation of cargo, adhering to the relevant rules, and not exceeding the maximum allowable weight, quantity and volume of cargo. Also, the TENANT, during transportation, must not exceed the maximum permissible number of passengers.

6. **It is forbidden to loan out the car**, or to give for temporary use, to persons other than those specified in the lease contract: prohibited sublet o Vat , use the car for the mortgage, selling a car, provide them as a guarantee, as the car itself, and keys, documents, equipment, accessories and any parts from the car.

7. The **LESSOR reserves the right to** terminate the lease contract unilaterally, and to claim an additional amount to cover damage, including lost profits, as a result of violations of the terms of the contract by the TENANT, namely, subparagraphs J.4, J.5, J.6 , L, K, P. In this case, the already paid rent and deposit amounts are not refundable and are used to compensate for losses.

K. DRIVERS

1. **Minimum age:** At the time of renting a car, the tenant and all additional drivers must be over 18 years old.

2. **Driving experience:** you must have at least a one-year driving experience, except with the written permission of **GOWERLA M rentacar** . Upon receipt of the car, **it is necessary**, without fail, to provide the following documents :

- * passport
- * ID card or residence permit (for all drivers);
- * Driving license (all drivers);
- * bank card in the name of the client (main driver);
- * confirmation of the reserve.

3. **According to the approved tariffs**, and published in *Doc. "Tariffs for the provision of services"* , drivers of the age category from 18 to 24 years old, are included in the category " **Young driver** " and must pay an additional amount.

4. The **TENANT undertakes to** provide valid documentation in accordance with Spanish law and to verify the existence of bilateral agreements between the country in which the documents were issued and Spain. **GOWERLA M rentacar is** not responsible in case of any problems due to non-compliance of the documentation with the legislation of Spain.

REQUIRED DOCUMENTATION	
Passport, ID-card or residence permit (all drivers)	V
Driving license (all drivers)	V
Bank card in the name of the client (main driver) and confirmation of the reserve.	V
Paper Booking Confirmation	V

** in case of failure to provide confirmation of the reservation, additional payments will be charged, see Appendix 2, p.*

5 . **Driving license** : The validity of the driving license must exceed the rental period of the car. The age category of the owner of a driver's license must comply with Spanish standards.

6. The **TENANT must** make sure that the driver's licenses, all additional drivers are valid and comply with Spanish law. When drawing up a rental contract, the TENANT and all additional drivers must provide all the necessary information. Spain's administrative authorities may require information identifying the participants in an accident. In the case of fines and sanctions by the administrative authorities, and for the lack of data of

the driver, participant in an accident, the TENANT will be personally responsible, the TENANT will also be directly responsible if the insurance the LESSOR'S company will indicate that the documentation provided by the LESSOR does not comply with Spanish standards. This liability applies to all types of administrative fines and sanctions, as well as to the damage caused to the LESSOR, due to non-compliance with the rules approved in this contract. The car can be used by the TENANT, as well as by additional drivers whose data is included in the rental contract.

7. At the time of receipt of the vehicle, the TENANT and all additional drivers must be present, without fail.

8. The LESSOR reserves the right to refuse to issue a lease contract in case the expiration date of the documentation does not exceed the lease validity period, as well as if the provided documentation does not comply with the standards of the country in which the services are provided, i.e. Of Spain.

L. TERRITORIAL RESTRICTIONS AND OPERATION ABROAD

A rented car can be used in Spain (apart from the Canary and Balearic Islands, Ceuta and Melia), Gibraltar and Andorra. For movement in the Canary and Balearic Islands, you must first obtain written permission from **GOWERLA M rentacar**. In case of movement, without prior permission, the TENANT will have to pay a penalty, according to *Doc. "Tariffs for the provision of services."*

The client can travel to France, Monaco and Portugal. To do this, you need permission from the company, for a fee, see *Doc. "Tariffs for the provision of services."* Departure to any other countries is strictly prohibited. In case of car transportation to France, Portugal or Monaco, the TENANT undertakes to make a reservation according to the "All Inclusive" tariff.

The TENANT undertakes to familiarize himself with the traffic rules of the country specified in the permit and, in case of non-compliance with these rules, is responsible. The TENANT must ascertain the need to pay additional fees or duties in the territory of another state. It is forbidden to move the car to the territory of France, Portugal and Monaco, without prior, written, permission from the LESSOR. In case of border crossing, the TENANT, in any case, will have to pay extra to the total cost of the lease (*the amount of the extra charge can be found in the Doc. "Tariffs for the provision of services".*) It is forbidden to load a car on a ferry, train or plane, or any other type of transport.

M. KILOMETER RESTRICTIONS

Tariff "Budget" Allowed KM	
200 km / per day	
1800km inclusive Valid km	<i>For the entire period of the contract when renting for 14 days</i>
Tariff "All Inclusive"	
3500 km inclusive	<i>For the entire duration of the contract</i>

In case of exceeding the permissible mileage, the TENANT undertakes to pay an additional cost for each mileage exceeded (read *the Doc. "Tariffs for the provision of services"*).

N. RESPONSIBILITY OF THE PARTIES

1. ARENDODATEL liable in the event of negligence, negligent attitude to their duties on the part of workers **GOWERLA M rentacar**. If the LESSOR proves the fact of attempts to prevent this conflict, liability shall be removed from it. The amount of compensation is calculated solely based on real damage.

2. In the event of any administrative violations, the TENANT and all additional drivers are personally responsible for possible fines by the Administrative authorities.

In case of violation of these terms of the contract by the LESSOR, the LESSOR reserves the right to withdraw, at any time, the car provided and claim the amount of damage (the amount of real damage and the

amount of lost profit), withholding the amount already paid for the rental, as well as the entire amount deposit

The TENANT, in any case, is personally responsible for non-compliance with these rental conditions, both for his part and for any of the drivers.

O. CONDITION OF THE CAR

1. **The car is in good condition:** the TENANT receives the car in good condition, without external and internal damage. In the event that new damages are found that are not indicated in the rental contract, the TENANT must inform the agents of **GOWERLA M rentacar** before moving the car from the parking place. It is necessary to record all possible damage in the lease.

2. **Car Accessories and Documentation** : TENANT gets specified in the contract vehicle, with all the relevant documents and keys, as well as with all the necessary accessories, such as a reflective vest, and two emergency x triangle and . The TENANT must check the condition and availability of all the indicated accessories, and if no details are found, indicate this by contacting the **GOWERLA M rentacar office** . The TENANT undertakes to carefully use all the accessories provided to him and return them in the same condition in which they were originally provided. In case of non-return of accessories, at the end of the lease, the TENANT undertakes to reimburse the amount of the cost of the lost parts (*See Doc. "Tariffs for the provision of services"*). The TENANT is obliged to ensure that the car is in a closed state when the driver is absent.

3. **In the event of a malfunction in the car** : in the event that at the time of rental any warning sign appears both on the panel of the car's on-board system and on the outside of the car, the TENANT must immediately stop the car and contact the LESSOR, or with the LESSOR insurance company. **It is strictly forbidden to use the car in emergency condition.** It is also prohibited to make any -n for manipulation of the odometer in the case of detection of any abnormality must be immediately, notify the landlord. In the event of an emergency and only with the written permission of the LESSOR, it is allowed to contact the road assistance services, the official representative of the car brand. The TENANT is directly responsible in case of using the car in the prohibited cases specified in subparagraph J4, as well as in the case of neglect of his duties.

4. **Monitor the oil level** : the TENANT undertakes, periodically, to check the level of liquid and oil in the car, and also not to interfere with the periodic inspection of the car. All vehicle inspections must be carried out in official car repair shops with which the LESSOR cooperates. In case of problems, due to poor quality vehicle maintenance, the TENANT is directly responsible for any negative consequences.

5. **AdBlue fluid level** : in a vehicle where the use of AdBlue is intended, the RENTANT must monitor the level of this fluid and is directly responsible in case of non-compliance with this subclause.

6. **Fuel** : the TENANT is provided with a car with a full tank of fuel, and he undertakes to return it in the same condition, otherwise, the amount of missing fuel and the cost of the additional service for refuelling are deducted **from the deposit** (*see Doc. "Tariffs for the provision of services"* .) . The TENANT undertakes to use the type of fuel corresponding to the model and characteristics of the car; otherwise, the TENANT is fully responsible for a possible breakdown of the car, including the obligation to pay the amount of real damage and lost profits. **The TENANT is not entitled to a replacement car** and the already paid rental amount is not returned.

7. The **service "Full fuel tank"**: as an additional service, at the time of registration of the contract, the CLIENT can purchase the service of a full fuel tank. With this option, the CLIENT can return the car with an empty tank, without the need to refuel it. The price of fuel varies and depends on the volume of the tank of each of the cars. The amount for unspent fuel is not refunded. In the case of refuelling a car with the wrong type of fuel, the TENANT is personally responsible for a possible breakdown of the car, including the obligation to pay the amount of real damage and lost profits. (*C m . Doc. "Fees for the provision of services"* and subparagraph 6).

8. **Tires** : the tenant receives the car with all wheels and tires in good condition, including a spare tire. In the event of damage to the wheel (not caused by the natural wear of the wheel, improper installation of the wheel, or a defect due to the fault of the manufacturer), the TENANT is directly responsible for recovering the amount of losses and undertakes to immediately notify the LESSOR thereof. All repair work on the replacement of wheels should be carried out in official workshops with which the LESSOR cooperates; otherwise, the LESSOR is personally responsible for the damage caused. The TENANT must monitor the pressure level in the wheels and, if necessary, pump up the wheels in specialized centres for this. When returning the car, the wheels and tires must be in the same condition in which they were transferred during the execution of the rental contract.

9. **It is forbidden to make any technical changes in the car** : it is also forbidden to make any changes to the external or internal appearance of the car (with the exception of the written permission of the LESSOR). In case of violation of this subclause, the TENANT is fully responsible and undertakes to pay the amount of damage. This applies both to the damage costs, with respect to the repair work on the car and on the amount of compensation for loss of profits, because of inactivity of the car.

10. **Trailer**: Do not use a trailer.

P. CONDITIONS OF INSURANCE

1. The LESSOR offers two types of insurance:

Compulsory insurance: all car rental contracts include compulsory third party motor third party liability insurance (CTP), CDW and TP, in accordance with applicable law, with a deductible and certain restrictions.

In the event of an accident, and when used properly, the car, the maximum liability of A RENDATORA is deductible (calculated based on the vehicle category). The table of repair costs is indicated in Appendix 3 (LSA).

This insurance is provided by the insurance company, according to a preliminary agreement between the LESSOR and the insurance company, see the *table below*.

All Inclusive Insurance: This type of insurance provides for theft of a car, fire, damage without a deductible, including glass, tires, tires, mirrors, and there are certain restrictions, *see the table below*. This type of insurance includes external damage but does not include mechanical (internal) damage to the car. The car should not be disabled. In the event of a car downtime due to repair, the LESSOR reserves the right to claim the amount of damage both for repair work and for lost profit.

Damage	Standard insurance	Premium insurance +
Accident from third parties	✓	✓
Theft	✓	✓
Body and paint damage with a franchise	✓	-
Bodywork, paintwork damage without a deductible	-	✓
Fire and fire	-	✓
Damage to all glass and mirrors	-	✓
Headlight Damage	-	✓
Tire and Wheel Damage	-	✓
Road assistance	-	✓

* Transcription of characters: ✓ Enabled - Not included

2. This insurance is valid only on the territory of Spain (with the exception of Ceuta, Melia and the islands). For any other territories, it is necessary to obtain written permission from the LESSOR.

3. The cost of insurance is calculated based on the class of the car and the number of rental days. In case , if the TENANT make a booking through the official website of the company **GOWERLA M rentacar** , the final amount will be specified at time of booking, in Section 3. If the booking is made through the office of the company **GOWERLA M rentacar** , the company will provide the cost of insurance agents at the moment of reservation TENANT.

4. All additional insurance options come into force from the moment of signing the lease by the TENANT and are used exclusively for the TENANT and for the persons indicated in the contract. The type of insurance is indicated in the rental contract. Insurance is valid only at the time of the lease.

5. The LESSOR, in the event of an accident, does not have the obligation to provide a replacement vehicle.

6. In case of intentional damage, or, due to negligent attitude to their duties, on the part of the TENANT, this insurance does not cover possible damage caused to people, things, including the cost of the rented car.

7. Also, this insurance does not apply to accidents caused by drivers who were not included in the rental contract, or to drivers who do not have a driver's license, or in case of violation of subparagraphs J.4, J.5, J.6, L, K, Q and R.

8. This insurance also does not apply to damage of a deliberate nature, or as a result of careless, negligent use of the car, internal damage to the car, damage to the motor, underbody, or roof of the car, as well as in case of sleepy driving, careless use of the gearbox, and t . e. This list is indicative only.

9. The LESSOR is not responsible for the loss of the Lessee's personal belongings during the lease. In case of damage or loss of these things, the responsibility lies entirely with the TENANT.

10. In the event of an accident, the paid deposit is held by the LESSOR until the circumstances are clarified and a conclusion is received from the insurance company.

11. In the event of an accident, and in the presence of insurance, in accordance with subparagraph R.1, the TENANT is liable in the following cases:

a) For intentional damage, or damage caused as a result of negligent, careless driving, caused either by the TENANT himself or by additional drivers.

b) In case of failure to submit at all, or late submission of the form "Mutual Accidents", or in case of incomplete filling of data, or in case of falsification of data.

c) In the event of damage to the LESSOR, as a result of the failure to provide first aid to passengers in need of assistance, or as a result of failure to notify the police of an accident (according to subparagraph Q), unless this damage was intentionally caused.

d) In the event that the originator of the accident is a person not indicated in the rental contract.

e) In case of violation of subparagraphs J, L, K, P and Q of the data, general rental conditions.

12. The cost of repairing a car and accessories is calculated by an official car repair company, or by an independent expert, based on a preliminary agreement with the LESSOR. The TENANT undertakes to pay the specified amount for the repair, the amount of the deductible, as well as administrative fees for the conduct of the accident. The TENANT has the right to request a copy of the report issued by the workshop.
The initial amount for calculating the cost of damage is the total cost of the car at the time of the

accident. The LESSOR can also claim the amount of lost profit due to the emergency condition of the car. The LESSOR reserves the right to claim the amount of damage in court.

13. The TENANT is not responsible for the insurance provided to the client by the broker or the intermediary company through which the reservation was made. The TENANT must make sure about his type of insurance by contacting the company directly with the intermediary.

14. Strahovoy policy operates in case of compliance with the following conditions, in addition to other:

- During and 48 hours after the accident, theft, fire, TENANT must provide the LANDLORD declaration of a traffic accident or a statement to the police.

- In the event that the insurance company does not refuse to cover the amount of damage due to the fact that the TENANT was in poor physical or mental condition while driving.

Q. Accident. CAR Hijacking. STATEMENT TO THE POLICE

1. **Obligation to notify the police**: in the event of an accident, theft, fire, damage caused by animals or due to natural disasters, or, in the case of any damage, the TENANT or any of the additional drivers must immediately notify the police or to the appropriate services and do everything possible to protect the interests of the LESSOR. It is also necessary, without fail, to notify the police, in the event of an accident that occurred due to the fault of the TENANT or any of the additional drivers and, above all, in cases of complete unsuitability of the vehicle for use (disabling), or, if driving, could have negative consequences. In the event that contact with the police is not possible, it is necessary to notify the accident at the nearest police station. In any case, as if the accident occurred at the sight of the TENANT, and in the event that the accident occurred through the fault of a third party, it is necessary to fill out the "*Mutual Accident Registration*" form.

2. **Form "Clearance accident consensual"**: in the case of accidents involving third parties, the tenant, in the presence of a police officer, complete a declaration of the accident, notify the lessor during and 24 hours on the details of the accident and provide original documentation within 2 days. In case , if the other party refuses to fill in the accident, the tenant to call the police on the scene of an accident, and in any case, must submit a completed copy of the Declaration of the lessor.

The accident statement must be filled out as detailed as possible. In case of failure to submit a declaration of an accident, the TENANT will be considered the person responsible for the accident, except if refuting evidence is provided.

3. **Keep in touch with the LESSOR**: the **LESSOR** or all additional drivers must take all appropriate measures to clarify all the circumstances of the accident, inclusive, to answer the truth to all questions regarding the accident. The TENANT undertakes not to leave the scene of the accident until the circumstances are fully clarified and not to prevent the LESSOR from carrying out all necessary checks regarding the accident.

4 . **A substitute car is not provided**: in case of an accident, the LESSOR is not obligated to provide a replacement car to the TENANT. Do not back already paid the amount of the rent.

R. TERMINATION OF THE CONTRACT

1. In case of non-compliance with the lease terms of one of the parties, the contract can be terminated unilaterally. The LESSOR can immediately terminate this contract, in case of arrears in payment by the TENANT, for a period of more than 7 days, as well as in case of compelling reasons.

Good reasons are:

- Refund of bills, checks or non-compliance with the terms of the payment method previously established by the parties
- In case , if the vehicle is not used in the proper form, causing wilful damage to nature, or because of careless driving, as in the case of non-implementation of the checks in accordance with the established order.

- In case of violation of traffic rules.
- In case of violation of subparagraphs J.4, J.5, J.6, L, K of these General Lease Terms.
- A lease contract may be terminated in the event of certain circumstances, such as, for example, frequent emergencies.

2. In case of premature termination of the contract, the TENANT undertakes to immediately return the car, keys, documentation and accessories. In case of cancellation of the contract, the LESSOR reserves the right to pick up the car in the place where it was at the time of termination of the contract. In this case, the tenant is responsible for all costs of the search for the car, as well as for damage caused because of the car is idle.

3. In case of termination of the lease, the LESSOR reserves the right to claim from the TENANT the entire amount of damage caused, namely, the amount of actual losses, real damage, and the amount of lost profit.

S. GEOLOCALIZATION SYSTEM

The TENANT is aware that the cars are equipped with a geolocation system . This system will be brought into effect, exclusively, if necessary, to exercise control over the car, in order to avoid possible fraud, theft of the car, or in order to ensure the safety of the car. The goal of **GOWERLA M rentacar** is to ensure the safety of the car and, if necessary, to assist the TENANT. Company **GOWERLA M rentacar** , in any case, is not intended to track the location of the tenants. Data on geolocation will be redirected to the appropriate services to ensure the safety of citizens, in order to locate the car. The processing of geolocation data is carried out in the interests of the company, **GOWERLA M rentacar**, with the consent of the TENANT. The TENANT has familiarized himself with all the conditions stipulated by this subparagraph, and gives his consent to the processing of geolocation data .

T. USE OF GPS

As a result of using the navigation system, during the rental period, location search data can be stored in the system. Also, when connecting a telephone device to the car system, the phone data can be stored, in turn, in the car system. When returning the car, the TENANT must, in person, make sure that his personal data is not stored on the device of the car and, if necessary, erase it from the system. You can erase data from the system by rebooting the system by pointing to the option “ configuración de fábrica ”. All instructions for using the on-board vehicle system are in the glove compartment of the car. The LESSOR is not responsible for the removal of personal data from the car system.

U. AMENDMENTS TO THE RENTAL CONTRACT

In the event of any additional agreements between the parties, all conditions of these agreements will be displayed in a new lease contract (in writing and signed by the TENANT). The lease contract is based on the General Lease Terms .

V. LANGUAGE

The TENANT, at the time of the conclusion of the rental contract, always signs the Spanish version. The LESSOR can familiarize himself with the versions of the OCA in other languages published on the LESSOR's official website. In case of disagreement, the Spanish text shall prevail.

W. ADDITIONAL QUESTIONS

For more information, please email: the info @ gowerla -rentacar.com also, you can ask your question in person at the following address: Calle Jesus of Puente , 20, 29660 the Marbella , Málaga

X. PERSONAL DATA PRIVACY POLICY

GOWERLA M rentacar considers the protection of your personal data its top priority. With this document, the lessor provides information on the processing of personal data TENANT, and their purpose, in accordance with the Data Protection Act, namely C Vol. 13 y14 Regulation privacy policy (hereinafter RGPD) .This can be obtained as a consequence of the use of official electronic portal www . gowerla -rentacar.com, also when filling out any official form or rental contract. The TENANT assures that he was not limited in his legal capacity on any grounds.

Responsible for data processing in Europe:	
Company name:	GOWERLA M RENTACAR SL
INN :	B93692218
Address :	Calle Jesus Puente , 20, 29660 Marbella , M á laga
Phone	+34 951 566 135
Email:	info @ gowerla -rentacar.com
Registry data :	Málaga Mercantil con ficha 06/06/2019, numero de inscripcion 1, Tomo 5846 , Folio 180 , seccion , hoja - 151177 .

1. What information do we process?

To process a car rental reservation, we need your personal data: last name, first name, address, age of the driver, contact information, namely: email address mail or phone number, credit card details or bank information. To provide certain services, we may need your date of birth, driver's license, and passport information. In order to provide the TENANT with information about promotions and offers via mailing, the LESSOR will need an email address. The LESSOR does not save the following personal data: ethnic origin, political ideology, religion, medical, genetic or biometric data.

The LESSOR reserves the right not to provide rental services in case the LESSOR refuses to provide his personal data.

2. Method for obtaining information

The LESSOR receives the data indicated on the official electronic portal [www . gowerla -rentacar.com](http://www.gowerla-rentacar.com), via email, when filling out the contract, forms, by phone, by mail, using cookies (*published on the official website*)

3. The purpose of data processing

Your data will be used, first of all, for the following purposes: for execution of a rental contract between **GOWERLA M rentacar** and the TENANT; in case the TENANT agrees to the storage of data; if necessary, data for legal activity; in case this information is requested in the interests of the LESSOR, or of third parties. The TENANT may withdraw from his permission at any time by sending a message to the following email address [info @ gowerla -rentacar.com](mailto:info@gowerla-rentacar.com) , or be informed in the sub-paragraph below.

If necessary, the LESSOR can also use the additional personal data of the TENANT. You can get all the necessary information at [info @ gowerla -rentacar.com](mailto:info@gowerla-rentacar.com)

For what purpose to use	Data type	Permission to use data
For information, in case of filling in the data in the questionnaire	- Name - Phone - Email	TENANT CONSENT
For information on the private property of the LESSOR.	- Name - Phone Email	TENANT CONSENT

4. TENANT RIGHTS

You can request your personal information stored on our website at any time. You can also make changes to this information at any time until it is deleted from the database. To obtain this right, use the contact parameters specified in the first paragraph.

5. The shelf life of the data .

The data storage period is provided by law.

6. Forwarding personal data

On the over action of the contract rent, the data can handle third person solely for the purpose of execution of certain works. The LESSOR guarantees the security of the data when transmitting it to third parties. These persons may be: providers of technological equipment and information services; consulting services, including lawyer services; audit and accounting. All persons using your data are obligated to ensure their maximum security, according to the regulations. The data will be used exclusively for its intended purpose and following the instructions of the LESSOR. The TENANT may request a complete list of persons to whom the personal data is transferred directly to the address: info @ gowerla -rentacar.com

7. Data protection

The TENANT took all appropriate measures to avoid the leakage of any information. In addition, Personal data may be transferred exclusively to authorized persons in order to carry out certain works directly related to the activities of the LESSOR. All data is used in strictly confidential form. In case of suspected data leakage, measures will be taken according to the confidentiality protocol . In this case, the TENANT and the relevant safety authorities will be notified in accordance with Articles 33 and 34 of the Rules.

TERMS AND CONDITIONS FOR PERMISSION WHEN EXITING ABROAD

- A. Company **GOWERLA M rentacar** provides its services exclusively on the territory of Spain (excluding the Canary Islands, the Balearic Islands, Ceuta and Melia). Even with this permission, **GOWERLA M rentacar DOES NOT PROVIDE** technical assistance services on the road outside of Spain (including the Canary and Balearic Islands, Ceuta and Melie).
- B. In the event of a car breakdown or accident, the client must, independently, contact the insurance company and inform **GOWERLA M rentacar** agents about this. The contact details of the insurance company are inside the car.
- C. Company **GOWERLA M rentacar** does not provide phone data and other information to provide emergency services if the vehicle is in a foreign country.
- D. The client agrees to familiarize himself with the traffic rules of the country specified in the permit and, in case of non-compliance with these rules, is responsible. The client must verify the need to pay additional fees or duties in the territory of another state.
- E. In the event of any administrative violations, the lessee and all additional drivers are fully liable for the possible fines imposed by the Administrative authorities of the visited state (Article N.2 AC).
- F. The tenant is allowed to travel exclusively to the indicated countries, without the right to travel to any other country, even as a temporary border crossing. If this rule is not **followed** , **GOWERLA M rentacar** reserves the right to terminate the arena contract unilaterally. In this case, the car is returned on an emergency basis and the entire amount of the deposit is withheld, with the right to claim all additional costs.

LIST OF RATES FOR THE PROVISION OF SERVICES

A. RESERVATION AMENDMENT AND CANCELLATION OF RESERVATIONS

Payment of reserve and deposit

Form of payment		
Reserve	Online	100% prepayment
	Office.	30% at the time of reserve
		70% upon execution of the contract.
Deposit	Reserve Online	When making a contract
	Reserve in the office	When making a contract

Reserve changes

24 hours before the start of the lease, you can make changes to the reserve. In this case, the TENANT must pay an additional fee of **€ 20.00** (for changes in the date and or in time, not including insurance and accessories). After the changes are made, the calculation regarding the rental price is carried out on the basis of current tariffs. In the event of a difference in value, between the initial and the price after recalculations, the amount of the difference is not refunded.

Reserve cancellation

In reserves made through the official website of **GOWERLA M rentacar** [www . gowerla -rentacar.com](http://www.gowerla-rentacar.com) , cancellation of a reservation with a reimbursement of costs is not possible, because a lower tariff rate is applied. Except in situations defined as force majeure, such as (natural disasters, wars, death, or a sudden illness of the TENANT). To apply these exceptions, the CLIENT (*in case of death, his immediate family*) must provide documentary evidence. In the case of the provision of relevant confirmations, the amount of 70% of the reserve value is returned. Also, in reserves made in accordance with the “ Budget ” tariff , cancellation of the reservation with reimbursement of costs is not possible . In the reserves made at the **e GOWERLA M rentacar office** , or according to the “ All Inclusive ” tariff , cancellation of the reservation is possible, but the amount already paid will be withheld as a reserve (30% of the total rental price).

In case , if the vehicle is not taken within the specified period

After 24 hours, the reserve will be cancelled, without returning the amount already paid and without the right to demand from the TENANT.

B. AGE CATEGORY

If at the time of execution of the rental contract, the age category of drivers is from 18 to 24 years old, they are credited to the category “Young driver” and in this case, an additional charge of **€ 18.00** per day and **€ 270.00 should be made** , as the maximum amount , for the entire rental period.

C. CAR RECEIVING AND RETURN ITEMS

Rate Flexilocation40 km : delivery and whether the car return are carried out in a certain place, at a maximum radius of 40 km from ARENDADATELYA office. The cost of this service is **40.00 €**.

D. RETURN DELAY

Delay	Cost
Delay up to 1 hour:	is free
Delay up to 2 hours:	Fine 50 €
Delay from 3 or more hours:	Fine 50 €+ extra day rental price (based on the tariff “ A ll Inclusive ”)

In case of failure to return the car on time and not receiving any news from the TENANT, the LESSOR reserves the right to file an application for theft to the police, one day after the incident. Also, among others,

to the amount indicated above, the amount of additional mileage, the amount for additional services and for possible damage and damage will be summarized. This amount is summed for each day of delay.

E. ABANDONED CAR

If the TENANT leaves the car without returning it at the specified time and place, then he undertakes to pay the amount of **€ 250.00** , as a penalty, the amount for the services of returning the car, as well as the amount of losses from LESSOR due to vehicle downtime. If, 48 hours after the accident, the TENANT does not provide a completed accident declaration to the LESSOR, an additional payment of **50.00 €** will be charged.

F. TERRITORIAL RESTRICTIONS

Spain

A rented car can be used in Spain (with the exception of the Canary and Balearic Islands, Ceuta and Melia), Gibraltar and Andorra. For movement in the Canary and Balearic Islands, you must obtain prior, written, permission from the **GOWERLA M rentacar** . In case of movement, without prior permission, the TENANT will have to pay a penalty of **€ 390.00** + costs for returning the car + lost benefit from the LESSOR + amount for the excess mileage and all additional services.

International movements

Travel to Gibraltar and Andorra is permitted. The client could travel to France, Monaco and Portugal. To do this, you need permission from the company and make an additional fee, without fail, in the amount of **€ 250.00**, in addition, the TENANT undertakes to book a car according to the " All inclusive " tariff . In case of departure, without prior permission from the company, the Lessee agrees to pay a fine of **€ 390.00** + costs for returning the car + lost benefit from the LESSOR + amount for the excess mileage and all additional services. The car, in any case, returns to Spain

G. ADDITIONAL SERVICE OF DELIVERY AND RETURN OF THE CAR OUT OF WORKING HOURS

The client could order the delivery or return of the car in the "non-working" time for a fee. This rate is **45.00 €** You can see the working time of the office on our website [www . gowerla -rentacar.com](http://www.gowerla-rentacar.com)

H. ADDITIONAL DEVICES

Additional devices	1 day	Maximum cost
Armchair for baby	9 €	135 €
Baby car seat	9 €	135 €
Booster	9 €	135 €
Navigator	9 €	135 €

* All additional devices are available upon prior request, and subject to availability.

J. FAILURE / LOSS OF ADDITIONAL DEVICES

Additional device	Cost / EUR
Car key	350 €
Emergency triangle	35 €
Emergency vest	25 €

Car kit	95 €
Vehicle Documentation	10 €
Overall navigation system	180 €
Navigation system: screen breakdown and battery loss	100 €
Navigation system: mount	100 €
Child seat booster	80 €
Smoking inside the car	500 €
Car cleaning	100 €*

** This price is indicative and depends on the price list provided by the car cleaning company.

K. ADDITIONAL DRIVER

In case there are additional drivers, it is necessary to pay extra for each additional driver in the amount of € **9.00** for 1 day and € 135.00, as the maximum amount, for the entire rental period.

L. FUEL POLICY

The TENANT is provided with a car with a full tank of fuel, and he undertakes to return it in the same condition, otherwise, the amount of missing fuel and the cost of the additional refuelling service are deducted from the deposit, the cost of this service is **39.00 €**. In the case of refuelling a car with the wrong type of fuel, the TENANT is directly responsible for a possible breakdown of the car and undertakes to pay, without fail, a penalty in the amount of **150.00 €** + costs for moving the car + costs for repairing the car + the amount of real damage and lost profit, from the LESSOR. In a car where the use of AdBlue is intended (the car is provided with a full tank of AdBlue liquid and the car must be returned with a full tank of AdBlue liquid), the TENANT must monitor the level of this liquid and is directly responsible if this subparagraph is not observed. In case of damage caused by the refuelling of this liquid, the TENANT undertakes to pay an additional fee. The amount of this amount is determined by the size of the damage caused.

M. ADDITIONAL FEES FOR ADMINISTRATIVE PENALTIES

In the event that, at the time of the lease contract, violations were committed by the TENANT, subject to penalties from the administrative authorities, the amount of the surcharge for the conduct of each of the administrative cases is **45.00 €**

N. Surcharge for handle administrative matters, in consequence of an accident

An additional amount to be paid will be charged in case of damage to the car, regardless of the degree of damage. This amount is paid for each damage caused and amounts to **45.00 €**. The cost of the services of a specialist - damage assessor is € 45.00.

O. ASSISTANCE ON THE ROAD

A supplement of € 15.00 per day is required.

Service	Included	Not included
Spare Wheel Installation Service	V	
Replacing a lost key		V
Key forwarding cost		V
Swap car		V
Wheel repair cost		V
Battery Charge	V	

Roadside assistance is provided exclusively in Spain (with the exception of Ceuta, Melia and the islands). In the event of a car breakdown or accident in Portugal, France, or Monaco, the client must, independently, contact the insurance company and inform the agents about it **GOWERLA M rentacar**. The contact details of the insurance company are provided by **GOWERLA M rentacar**.

NOTE: The TENANT is directly liable in the event of violations of the OMA and in the case of negligent, careless performance of his duties .

P. RESERVATION CONFIRMATION

In the case of confirmation of the booking will be charged an additional payment in the amount of **30,00 €**

Q. ADDITIONAL KILOMETERS

In case of exceeding the limit, the CLIENT pays for each subsequent kilometre at the established tariff of **0.69 €** per kilometre.

R. SUPPLEMENTS In consequence REPLACEMENT, loss or damage of advertising stickers BY CAR

In this case, a supplement of **€35.00 is payable.**

S. ADDITIONAL CONDITIONS: RATES

1. **Budget rate:** includes a limited mileage of 150 km per day. In total, 1800 km is allowed for the entire rental period . Each additional km is paid according to the tariff of 0.69 € (liability to third parties). Also includes compulsory insurance. Does not include a replacement key, it does not include a reserve cancellation.

Franchise must be paid :

The amount of the franchise	
Economy	140 0 €
Premium	180 0 €
Luxury	2 500 €

* The category of your car can be found on - line at www.gowerla-rentacar.com or consult your e **GOWERLA M rentacar office** . The car category also appears in the reserve confirmation and in the rental contract.

The rate of " Budget " n f included a service of assistance on the road. Payment for this service is carried out at the rates indicated below:

Road assistance	
First aid*	150 €
Battery charge	150 €
Replacement key	Original*
Tow truck	450 €
Erroneous fuel	300 - 600 €
Carriage of passengers *	200 €

* This service is provided by the company of AXA SEGUROS GENERALES , the S . A .

* The original means that the amount of the cost of the original will be calculated.

* Carriage is a service provided with prior confirmation from **GOWERLA M rentacar** .

The TENANT is provided with a car with a full tank of fuel, and he undertakes to return it in the same condition, otherwise, the amount of missing fuel and the cost of the additional refuelling service are deducted from the deposit, the cost of this service is **39.00 €**

2. The **tariff " All inclusive " includes** : there are no restrictions on the mileage per day. There is a maximum mileage for the entire rental period, up to 3,500 km . No franchise payment is provided. Switched service assistance on the road. Does not include a replacement key. Includes all inclusive insurance.

The TENANT is provided with a car with a full tank of fuel, and he undertakes to return it in the same condition, otherwise, the amount of missing fuel and the cost of the additional refueling service are deducted from the deposit, the cost of this service is 39.00 €

The TENANT undertakes to pay a deposit in the amount of:

Deposit	
Economy	250 €
Premium	450 €
Luxury	700 €

* The category of your car can be found on-line at www.gowerla-rentacar.com or consult the office e **GOWERLA M rentacar**. The car category also appears in the reserve confirmation and in the rental contract.

3. In what cases is a reservation with the “ All Inclusive ” fare required .

- * In case of transportation of a car abroad (with the exception of Gibraltar and Andorra).
- * In the case of a young driver (aged 18 to 24 years).
- * If the TENANT has a driving experience of less than 1 year.
- * In case , if the tenants do not have the international driver's license.
- * In case , if the passport and driver's license had been issued by different countries.
- * In case of payment not by credit card .
- * In the case of the initial reservation, according to the “ Budget ” tariff , where the TENANT picks up the car upon expiration of the waiting period (1 hour).
- * In case the TENANT delays the return of the car for more than 3 hours.

All rates include in themselves VAT .

4. Rates " Budget " and " All inclusive " does not include in itself services , specified in paragraphs from A to R Application 2 (OUA).

LIST OF RATES FOR REPAIR SERVICES

Administrative records of repairs are not included (45 €).

Prices are in Euros.

External damage	Economy		Premium	
	Scratch	Hit	Scratch	Hit
Front bumper	200	325	290	385
Rear bumper	200	325	290	385
Hood	200	325	290	385
Front door	200	325	290	385
Backdoor	200	325	290	385
Front fender	200	325	290	385
Rear wing	200	325	290	385
Ceiling	200	325	290	385
Trunk	200	325	290	385
Pendants	200	325	290	385
Wheels / Tires	Economy	Premium		
Tires (1 pc.)	290	340		
Wheels (1 pc.)	350	400		
Disks (1 pc.)	260	350		
Punctured tire repair	fifty	65		
Glass	Economy	Premium		
Windshield breakage (1 pc.)	350	400		
Windshield damage (1 pc.)	260	350		
Window breakage (1 pc.)	70	80		
Window damage (1 pc.)	fifty	65		
Other	Economy	Premium		
Headlights	190	360		
Rear lights	190	360		
Mirrors: Framing	260	430		
Mirrors: Glass	190	320		
Janitors	70	190		
Brush	70	190		
Other item	Economy	Premium		
Replacement key	300	400		
GPS (loss of damage)	190	190		
WiFi (loss damage)	110	110		
Child seats (loss of damage)	130	130		
Booster r (loss damage)	75	75		
Folder with documents	35	35		
Promotional stickers GOWERLA M rentacar (1pc)	35	35		
Car license plate	70	70		
Frame under the car license plate	55	55		
Vest	45	45		
Ashtray	110	220		
Cigarette lighter	fifty	75		
Back tray	400	500		
Antenna	fifty	65		
Door handle (1 pc.)	300	400		
Vintage sign	100	200		
Spare parts	600	700		
Upholstery	Economy	Premium		
Front seats (1 pc.)	450	600		
Rear seats (1 pc.)	300	400		
Carpets	170	260		
Interior cleaning	190	350		
Erroneous fuel	300	400		
Elimination of burnt elements	300	400		

These tariffs can be recalculated, according to the conclusion of the independent expert workshop



**Calle Jesus Puente, 20,
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